

AT&amp;T Wireless

# Welcome Guide

**YOUR WORLD. CLOSE AT HAND.**



**Welcome to the  
freedom of wireless**



**AT&T Wireless**

# Accessorize on the web!

For every wireless need there is an accessory to match!

Order batteries and chargers, hands-free and data devices to accelerate your wireless lifestyle.

Then select a decorative faceplate and carrying case that reflect your attitude!



Visit our Web site  
for a full selection and  
clearance specials at  
**attwireless.com/accessories**,  
visit an AT&T Wireless Store, or call  
**1 888 933-1212** today to  
accessorize your life!

A valid major credit card is required for purchases via phone and Web site. When calling, please have your credit card ready, along with your AT&T Wireless phone number and either your wireless phone's make and model or the phone itself.

## Our Commitment to You

With the AT&T Wireless Customer Advantage program, your wireless service and equipment are dynamic tools designed to provide the right fit, today and tomorrow.

## Calling Plan Flexibility

If you find your needs changing, ask us about other calling plans available. We can help you move to another qualified calling plan—without fees to change your service or additional contract requirements.

## Technology Upgrades

We know you'll want flexibility to upgrade your technology and take advantage of new functionality as it becomes available. We can offer qualifying customers an equipment discount of up to 50% or more after just 12 months of AT&T Wireless service. That means you can get the latest technology at lower prices than we offer new customers.

# AT&T Wireless **Customer** Advantage<sup>SM</sup>



Calling plan flexibility.

Technology upgrades.

Customer care.

## **Customer Care to Fit Your Needs**

When you want to take care of business fast, 24 hours a day, try us online at [www.attwireless.com](http://www.attwireless.com) or call Customer Care by dialing 611, a free call from your wireless phone, or 1 800 888-7600 for automated service. Our customers who use TTY may dial 1 866 4-AWS-TTY for Customer Care. When you're looking for more personal service, drop by any one of our 600 AT&T Wireless Stores nationwide, where our trained staff can assist you with your equipment and service requests. Or, to see our latest in equipment and service offerings, you may also visit any of our authorized dealer locations.

## **We welcome you to all of the advantages of being an AT&T Wireless customer.**

The AT&T Wireless Customer Advantage<sup>SM</sup> program applies to customers on voice calling plans other than prepaid calling plans. Change of calling plans may require purchase/use of different wireless device. Once every 12 months, current customers in good standing may be eligible for equipment discounts ranging from 15% to 75%, depending on equipment chosen, tenure, monthly charges and contract commitment. To receive discounted equipment, customer must agree to new contract term, with a commitment of at least 12 months. Recommendations limited to nationally available AT&T Wireless calling plans and are not a guarantee of lower wireless costs. Program not available in some areas or with respect to customers on or moving to certain calling plans (including business calling plans). Migration to promotional calling plans requires fulfillment of all promotional requirements, which may include new contract term. Customers switching to another calling plan may lose promotions available on current plan. Subject to the Terms and Conditions contained in this AT&T Wireless Welcome Guide. Calling areas, rates, agreements, provisions, business practices, procedures and policies are subject to change as specified in the Terms and Conditions.

**Thank you for choosing AT&T Wireless.  
Before you get started, please read the  
following important information.**

## **Terms and Conditions**

By using the phone or service, accepting a benefit in exchange for committing to new Terms and Conditions, or by paying any amount billed to your account, you consent to the Terms and Conditions set forth in this guide. If you do not agree with these Terms and Conditions, do not use the phone or service and notify us immediately to cancel service. A full copy of the Terms and Conditions can be found starting on page 32.

## **Your Service Plan**

Please refer to your service plan and promotional brochure(s) for rates and complete details for the plan you have selected.

## **Delayed Charges**

When traveling with your phone, service may be provided by other carriers. Sometimes we do not receive these charges from other carriers in time for your next scheduled bill. If charges are delayed, they will be included in the following month's invoice and may impact the amount of your bill. Please review your Calling Plan brochure for more information regarding the calculation for your particular calling plan.

## **Alternate Formats**

For a copy of the AT&T Wireless Welcome Guide in Braille, large print, audio cassette, or diskette, please call Customer Care by dialing 611, a free call from your wireless phone, or 1 800 888-7600 (TTY users dial 1 866 4-AWS-TTY).

## **En Español**

Para obtener información en español, por favor marque 1 800 888-7600.

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## For Online Customer Service:

**[www.attwireless.com](http://www.attwireless.com)**

Then click on the **Online Customer Service** tab.

**For information on using AT&T Digital PocketNet® service visit your Personal Web site at:**

**[www.att.com/mypocketnet](http://www.att.com/mypocketnet)**

(For AT&T Digital PocketNet service subscribers only)

## For Online AT&T VoiceMail Tutorial:

**[www.attwireless.com](http://www.attwireless.com)**

Click on the **Online Customer Service** tab. Under tutorials, tips and demos, select **AT&T VoiceMail Tutorial**.

## Wireless Accessories

**[www.attwireless.com/accessories](http://www.attwireless.com/accessories)**

## Phone Numbers

**Customer Care.....611**

A free call from your wireless phone, or dial 1 800 888-7600. To manage your account and features or to speak with a representative.

**Customer Care**

**(TTY) .....1 866 4-AWS-TTY**

**New Account Center .....1 888 866-4976**

To obtain your new wireless phone number.

**Equipment Insurance**

**by Lockton .....1 877 288-4678**

**AT&T Connect<sup>SM</sup> .....411**

For Directory Assistance, charge is 99¢ per call plus airtime or roaming and applicable long distance.

A bill reflecting your call activity, wireless data activity, and applicable service charges will be mailed to you each month.

## **Your First Invoice**

For your convenience, a special brochure will accompany your first bill with a detailed explanation of how to read and understand the charges associated with your wireless service. The first invoice you receive will be prorated for the monthly service and the included text messaging and voice minutes in your selected calling plan. Also, an activation fee will appear on your first invoice, unless you are notified otherwise.

## **Electronic Transfer**

Recurring Electronic Fund Transfer (REFT) is a service for our customers that automatically deducts the amount of the monthly bill from the customer's checking or savings account. To set up your wireless account on the REFT payment option, visit [www.attwireless.com](http://www.attwireless.com), click on the Online Customer Service tab, and download and complete the form. Or contact Customer Care by dialing 611, a free call from your wireless phone, or 1 800 888-7600 (TTY users dial 1 866 4-AWS-TTY).

## **Alternate Billing Formats**

We now offer billing in Braille and large print. See page 31 for more information about access to wireless communications for our customers with disabilities.

## **AT&T Wireless Customer Advantage<sup>SM</sup>**

### **Calling Plan Flexibility**

With the AT&T Wireless Customer Advantage program, you have access to the best calling plan value. If you notice your usage changing and would like us to conduct a calling plan analysis for you, just call Customer Care. You can update to a qualified calling plan—without fees to change service or contract extension.

Recommendations based on number of minutes used by customers in excess of plan included minutes, are limited to nationally available AT&T Wireless calling plans only, and are not a guarantee of lower wireless costs. May require purchase/use of different wireless device. Does not apply to promotional, prepaid or certain business calling plans.



## **Digital Multi-Network Phones (including wireless Internet-ready phones)**

If you purchased a Digital multi-network phone, you can set up your service from home. If you already have an AT&T Wireless phone number, and have provided us with your account information, refer to set-up Option 1: Connect yourself. If you have not already given us your account information and do not have an assigned AT&T Wireless phone number, refer to set-up Option 2: Call to connect.

### **Wireless Internet-Ready Phones Only**

Your wireless Internet-ready phone operates in two modes, **VOICE** and **DATA**. In **VOICE MODE**, your phone works like a regular wireless phone. In **DATA MODE**, you can use AT&T Digital PocketNet® service. When you are in **DATA MODE**, you can access AT&T Digital PocketNet service only if you are within the AT&T Digital PocketNet service area, and you will not receive phone calls. To switch between these modes, either press the **MODE** or **MENU** key depending on your phone's model.

When you turn on your wireless Internet-ready phone for the first time, the phone will be in **VOICE MODE**. Remain in **VOICE MODE** and follow the activation instructions under Option 1 or Option 2.

## **Please Note**

If you do not have a wireless Internet-ready phone or other Digital multi-network phone, or you have service with us and have upgraded your phone equipment to a wireless Internet-ready phone or other Digital multi-network phone, then the following steps are not necessary. Your account should be set up and your phone should be working. If your phone is not working, call Customer Care from your home or another phone.

If you have a wireless Internet-ready phone, you will need to activate your AT&T Digital PocketNet® service. To do this, you will need to be in an AT&T Digital PocketNet service area. Please see page 13 for details.

## **OPTION I: CONNECT YOURSELF**

### **To Register with the Voice Network to Place Phone Calls**

If you have a Digital multi-network phone (including wireless Internet-ready phones), and have already received your AT&T Wireless phone number, just follow the simple steps below to connect to the network.

- I. Charge your phone's battery for 24 hours.**  
Refer to the phone's user manual for the exact instructions as charge times vary.
- 2. Your account was set up at the time your phone was purchased; however, the phone must now be**

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registered with the network so it will operate. This process is automatic, but you must be within the AT&T Digital PCS service area (see your Calling Plan brochure to identify the service area). Your phone will display the “D” symbol indicating you are within the AT&T Digital PCS service area.

If you are not within the AT&T Digital PCS service area, then you need to travel to it with the phone on within three days from the date of purchase to complete this process.

If three days have passed since you purchased your Digital multi-network phone (including wireless Internet-ready phones), and you have not connected to the network, please call Customer Care at 1 800 888-7600 (TTY users dial 1 866 4-AWS-TTY).

3. Turn your phone on and leave it on. Once your phone is registered on our network you will see “**AT&T**” on the phone’s display and you’re ready to make and receive calls. If your phone does not display “**AT&T**” within four hours please call 1 800 888-7600 (TTY users dial 1 866 4-AWS-TTY) from a phone other than your wireless phone for assistance.

### **Wireless Internet-ready phones only.**

You are now ready to activate AT&T Digital PocketNet® service. See page 13 for details.

## To Register with the Voice Network to Place Phone Calls

If you have not given us your account information and do not have a new AT&T Wireless phone number, follow these simple instructions. We will set up your account and connect your phone to the network.

- 1. Charge your phone's battery for 24 hours.**  
Refer to the phone's user manual for the exact instructions as charge times vary.
- 2. Read the AT&T Wireless calling plan brochures and select the calling plan that fits your needs. If you do not have this brochure, stop by your nearest AT&T Wireless Store for a copy.**
- 3. Review the Terms and Conditions located in the back of this brochure. Once you set up your service, you will be bound by the Terms and Conditions, so it is important that you understand them.**
- 4. We will require the following information to set up your account:**
  - Your name, address, home, and work telephone numbers.
  - Your driver's license.
  - Your Social Security Number and birth date.
  - Your selected AT&T Wireless Calling Plan (from step 2 above).
  - Your phone's electronic serial number (ESN).  
To locate the ESN, remove the battery from the back of your phone. The 11-digit ESN is located on the white sticker on the back of the phone.
- 5. You must live within the AT&T Digital PCS service area to activate your phone. Please refer to your**

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Calling Plan brochure for service area information. If you do not have a calling plan brochure, we will assist you in identifying your AT&T Digital PCS service area.

6. Turn on your new wireless Digital multi-network phone or Internet-ready phone with a fully charged battery.
7. You now have all the information necessary to set up your service. Prior to setting up your account, you will see "**Home**" on the phone's display. You should also see a small "**D**" symbol which indicates you are in the AT&T Digital PCS service area. Call the AT&T Wireless New Account Center at 1 888 866-4976 from your home or office phone. During this phone call we will:
  - Ask for your information (from Step 4).
  - Confirm that you have read the Terms and Conditions and agree to them (from Step 3, see pages 32-40).
  - Verify your credit standing, which will determine our service billing arrangements with you.
  - Assign you an AT&T Wireless phone number.
  - Activate your phone.
  - Answer any additional questions you may have.

8. Leave your phone on. Your phone's display will change from "**Home**" to "**AT&T**" to let you know that you can now place and receive calls.

### **Wireless Internet-ready phones only.**

You are now ready to activate AT&T Digital PocketNet® service. See next page for details.

If your phone does not display "**AT&T**" within four hours, please call 1 800 888-7600 for assistance (TTY users dial 1 866 4-AWS-TTY).

Note: Credit approval and/or a valid major credit card may be required for service billing. Usage limitations may apply.

**A wireless Internet-ready phone is required for AT&T Digital PocketNet service. If you do not have a wireless Internet-ready phone, please turn to page 15 to set up your AT&T VoiceMail box.**

## **Getting Started**

Please be sure you are within the AT&T Digital PocketNet service area (see the AT&T Digital PocketNet Service brochure for service information).

Turn on your wireless Internet-ready phone. Switch the phone to **DATA MODE**. (If you have a Mitsubishi T250, press the **MODE** key. If you have an Ericsson R280LX or R289LX, press and hold the  **MENU** key for two seconds. Wait for the service to connect you to the Internet.) If this is your first time using AT&T Digital PocketNet service, the screen displays that follow will help you set up and customize your service.

1. You will initially receive a message regarding security. Press the key under **TALK** (YES) to enable the security feature. This will prevent any other phone from accessing your account. This will take a few minutes.
2. Once this step is completed, you will see a screen entitled "Tutorial." This tutorial will explain how to use the keys on your wireless Internet-ready phone to navigate through the AT&T Digital PocketNet service. You can view this tutorial now, or press the key under **SKIP**. If you skip the tutorial, you can return to it later under the home screen option entitled "AT&T."
3. Next, you will have the option to select a user name. This will be your user name to access your Personal

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Web site and your e-mail account (see the AT&T Wireless Features Guide for e-mail instructions).

Your user name must be at least three characters in length and may include numbers or letters. If the user name you select is already in use, you will be prompted for a new user name. Press **OK**.

4. Next you will have the option to select a password. The password must be at least one character in length and may include numbers or letters. Press **OK**, or **SKIP** to set up at a later time. In the future if you forget your password, go to "AT&T" on the home screen, choose **SETTINGS** and then **WEB LOGIN**. Next you will see the prompt to select a password.
5. If you selected either the AT&T Digital PocketNet Plus or Premium Plan, you have an AT&T Digital PocketNet e-mail account. Your AT&T Digital PocketNet e-mail address is your **username@mobile.att.net**.

Once you have completed these steps to set up your service, you can access the AT&T Digital PocketNet service home screen on the phone, or access your Personal Web Site at [www.att.com/mypocketnet](http://www.att.com/mypocketnet). On your Personal Web site, you can set up, manage and personalize your wireless Internet service. From your phone, depending on the services available with your plan, you can explore featured wireless Web sites, access your AT&T Digital PocketNet e-mail, or connect to AT&T Digital PocketNet organizer tools, including Calendar, Contact List, and To Do List.

Note: AT&T Digital PocketNet service operates on the AT&T Wireless data network, which is different than our wireless voice network. Therefore, you will not be able to use AT&T Digital PocketNet service everywhere voice service is available. Please see the AT&T Digital PocketNet Service brochure for coverage information.

**Your callers can start leaving voice messages as soon as you activate your phone, so it is important that you set up your AT&T VoiceMail box and personal greeting immediately. \***

AT&T Digital PocketNet® service subscribers: please switch your phone to **VOICE MODE** before setting up your AT&T VoiceMail box. \*

\*User instructions may vary in some AT&T Wireless markets.

### **To personalize your password/greeting:**

- Dial your wireless number from your wireless phone or any touch-tone phone.
- When you hear the voice mail system greeting, press **#** to interrupt the greeting.
- The system asks for a temporary password. Please enter **1 1 1 1**.
- At the prompt, using the keypad, enter a new, easy-to-remember 4- to 15-digit number, then press **#**. This is your new password for retrieving voice messages.
- The system will prompt you to record your own personal greeting or select a standard system greeting.

### **To listen to your messages:**

- Dial your wireless phone number.
- Press **#** to interrupt the greeting.
- Enter your password.

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- The system will automatically play new voice messages.
- After you review a message, the system will prompt you to Save or Erase. If you do not respond, your message will be skipped, and the next message will begin to play.

Note: You will not incur airtime charges for calls answered by AT&T VoiceMail or when you retrieve messages from a landline phone.

### For an AT&T VoiceMail tutorial:

- Go to [www.attwireless.com](http://www.attwireless.com).
- Click on the **Online Customer Service** tab.
- Under tutorials, tips and demos, select **AT&T VoiceMail Tutorial**.



All wireless phone models operate similarly. They have a specific key to begin calls and a key that ends calls. Another key erases the last digit entered. For this guide we use the symbol  (YES) to identify the key that begins calls and  (NO) for the key that ends calls.  is used to identify the “eraser” key. Refer to the phone’s user manual to identify these keys on your phone’s keypad, as they differ depending on make and model.

## Placing Calls

### Direct Dialing

Wireless phones don’t have a dial tone. First you dial, then place the call.

Note: If using a wireless Internet-ready phone, make sure you are in **VOICE MODE**.

- Turn your phone on.
- Dial the number you are calling. If you make a mistake, you can erase it by pressing the  key.
- Press the  (YES) key to place the call.

### Local Calls

Dial the 7- or 10-digit number, press  (YES).

### Long Distance Calls

Dial 1 + area code + 7-digit number, press  (YES).

### Credit Card Calls

Placing credit card calls from your wireless phone is identical to credit card calling from your home or office phone. Dial 0 + area code + 7-digit number, press  (YES).

## International Dialing

Dial 011 + country code + routing code + local number, press  (YES). International dialing is an optional feature. Certain conditions apply.

## Ending Calls

It's important that you end every call. Please keep in mind that if you do not, you may be charged for airtime even if the other party hangs up. To end the call, press  (NO).

## Answering Calls

Your phone must be turned on to receive calls. When your phone is turned on and you receive a call, it will ring. Note: If using a wireless Internet-ready phone make sure you are in **VOICE MODE**.

- To answer, press  (YES).
- Then to hang up, press  (NO).

## Abbreviated Dialing

- For Customer Care 24 hours a day, dial 611 and press  (YES) (TTY users dial 1 866 4-AWS-TTY).
- For emergencies, dial 911 and press  (YES). Refer to page 29 for emergency help, reporting accidents, or notifying authorities of dangerous road conditions.
- You may now call the in-state Telecommunications Relay Service (TRS) with abbreviated dialing. Just dial 711 and press  (YES). TRS operators facilitate communications between TTY users who are deaf, severely hard-of-hearing or speech disabled, and those who do not have TTYS.

TTY is currently not compatible with digital wireless phones. Efforts to ensure future compatibility are underway. Regular airtime charges apply.

## System Limitations

Because of the inherent characteristics of radio frequencies, service may be limited or calls may be interrupted for a variety of reasons. Actual coverage depends on system availability, terrain, weather, signal strength, customer equipment, and other factors. Service may be temporarily limited or interrupted due to system capacity limitations and system repairs or modifications. Service may also be provided by other carriers.

## Radio Frequency Signals

A wireless phone operates by sending and receiving radio frequency (RF) signals and therefore emits low levels of RF energy when the phone is on.

Many studies have been conducted concerning RF exposure. Based on these studies, the U.S. Food and Drug Administration (FDA) has concluded that the available scientific evidence does not show that any health problems are associated with using wireless phones, although there is no proof that wireless phones are absolutely safe. Further scientific research is ongoing, and AT&T Wireless supports this research. For more information, you can review the FDA's Consumer Update on Wireless Phones, which should be included in a pamphlet provided with the phone you have purchased or the manufacturer's users guide for your phone. The FDA's Consumer Update is also available online at [www.fda.gov/cdrh/ocd/mobilphone.html](http://www.fda.gov/cdrh/ocd/mobilphone.html), or you may contact the FDA at 1 888 463-6332.

The Federal Communications Commission (FCC) has established guidelines setting limits for RF exposure from wireless phones (these limits are called the Specific Absorption Rate or SAR). AT&T Wireless only sells

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phones that have been certified by the manufacturers as complying with the FCC guidelines. For more information about the FCC guidelines and SAR limits, you can visit the FCC's Web site at [www.fcc.gov/oet/rfsafety](http://www.fcc.gov/oet/rfsafety) or contact the FCC at 1 202 418-2464.

If you have any concerns about RF exposure, there are steps you can take to reduce your exposure, including decreasing your use of wireless phones or using an ear piece, headset or other hands-free device (such as a car phone with an externally mounted antenna) to increase the distance between your body and RF energy from the phone. Currently, all phones sold directly by AT&T Wireless come packaged with an ear piece as an included accessory. Headsets, ear pieces and other hands-free devices are also available for purchase at AT&T Wireless Stores or through our Web site, [www.attwireless.com/accessories](http://www.attwireless.com/accessories).

## **Dropped Calls**

If you place a call in your local area and it is dropped, our system will automatically credit your account for one minute of airtime charges above the minutes included in your Calling Plan, if you reconnect with that party within one minute. Automatic call credits are available in most AT&T Wireless markets. For other dropped calls, contact Customer Care for credit information.

## **AT&T Wireless Customer Advantage<sup>SM</sup> Upgrades**

After your first year of service with AT&T Wireless, you become eligible for discounts of up to 50% or more when you upgrade your equipment through the AT&T Wireless Customer Advantage program. We offer models with our latest capabilities and enhancements so you can stay on

top of current technology. Visit [www.attwireless.com](http://www.attwireless.com) or call Customer Care to explore your options.

Qualifying customers in good standing only on voice calling plans other than prepaid calling plans. Discounts range from 15% to 75% based on equipment chosen, tenure, monthly revenue, and contract commitment.

## Accessories

You may wish to explore phone accessories such as ear buds, battery chargers, and decorative faceplates. Depending on the make and model of the phone you purchased, you may have already received phone accessories. For more information on ordering or using accessories, visit [www.attwireless.com/accessories](http://www.attwireless.com/accessories).

## AT&T 2-Way Text Messaging Service

AT&T 2-Way Text Messaging service provides a discreet communications alternative when a phone call might not be desirable or appropriate. AT&T 2-Way Text Messaging service allows you to receive short text messages, up to 160 characters in length, directly on a compatible digital wireless phone, or Internet-ready phone while in **VOICE MODE**. All customers with a capable phone can receive unlimited text messages. You don't need to do anything to activate this service, it's automatically available for you to send and receive text messages.

And now, AT&T 2-Way Text Messaging customers with a capable handset can get AT&T Wireless Ring Tones & Graphics.

See your AT&T Wireless Features Guide for details.

## **Authentication**

Authentication is an advanced anti-fraud technology from AT&T Wireless designed to make your wireless service more secure. Authentication helps prevent counterfeiters from stealing your phone's signal when within the AT&T Wireless network. Best of all, it doesn't require any additional steps on your part—all you need is an Authentication-ready wireless phone (most digital models offer this capability). It's absolutely free. And Authentication will automatically be added to your Authentication-ready phone as it becomes available across the nation. Available only in select areas.

## **Equipment Insurance by Lockton**

We understand that you can't afford to be without your wireless phone. For a low monthly charge, this program insures your portable wireless phone against loss, theft, or accidental damage not covered by the manufacturer's warranty. To sign up for this security and convenience or to inquire about terms and conditions, simply call the Lockton Wireless Insurance Service Center toll-free at 1 877 288-4678 or visit [www.attwireless.com](http://www.attwireless.com) and click on the Online Customer Service tab.

Program administered by lockline®, LLC, and is underwritten by Continental Casualty Company, a CNA Company. lockline®, LLC is a licensed agent of Continental Casualty Company, a CNA Company. Not available in all states. California License #0554167

Hawaii Resident Agency: King & Neel, Inc.  
LRA TDI # 0010098639

## **Warranty Support**

If you experience difficulty with your equipment, call 1 866 293-4634 (TTY users dial 1 866 4-AWS-TTY), and we will work with you to diagnose equipment problems over the phone or refer you to the manufacturer for support.

When you activate new service with AT&T Wireless, we are confident that you will be pleased with your purchase. However, if you are not, and you purchased your phone directly from AT&T Wireless, new wireless phones and accessories can be returned to the original place of purchase within 30 days under the following conditions:

- Returned item(s) are accompanied by a proof of purchase.
- All original materials (accessories, manuals, packaging, etc.) are included with the item.
- The item is in re-sellable condition (no cracks, scratches, liquid damage, etc.). If there is a question regarding re-sellable condition, AT&T Wireless will have final decision as to whether the item can be returned or exchanged.
- Check refunds will be processed and paid within four to six weeks.
- Cash refunds of up to \$100 will be issued at the store if funds are available.
- For AT&T Prepaid products, please consult your AT&T Free2Go Wireless<sup>SM</sup> User Guide.

If you did not purchase your phone from AT&T Wireless, please contact your retailer for its return policy.

**In addition, you must personally cancel your account by calling AT&T Wireless Customer Care at 1 800 888-7600 (TTY users dial 1 866 4-AWS-TTY). You are also required to pay any applicable service or usage charges.**

The AT&T Wireless Customer Advantage<sup>SM</sup> program offers you several convenient ways to find us when you need us.

## Online at [www.attwireless.com](http://www.attwireless.com)

Our Online Customer Service makes accessing and managing your wireless account simple. Easy navigation and a clear, comprehensive choice of options allow you to review or customize your account in very little time.

### To start, follow these easy steps:

1. Go to [www.attwireless.com](http://www.attwireless.com).
2. Click on the **Online Customer Service** tab.
3. Enter your information as requested to register.

Once registered, all you'll need is your wireless number and password to access your wireless account.

## View Account Information

Review your contact information, current account balance, and calling plan anytime you want.

## Update Account Information

Revise and update contact information, including your address and contact phone number.

## Calling Features

Personalize your wireless account by adding or deleting features such as AT&T VoiceMail and Call Waiting. See your AT&T Wireless Features Guide for more information.

## Billing

View up to the last four months of your billing history and take advantage of our Reverse Number Lookup feature.

## Payments

Make a one-time credit card payment or choose our Recurring Credit Card or Electronic Funds Transfer payment features.

## Attention AT&T Digital PocketNet® Users

Register for AT&T PocketCare, Online Customer Service via your phone, and you'll be able to view your account balance, add or delete features, make payments and more.

Registering for AT&T PocketCare is easy. When your phone is initially turned on, it will be in **VOICE MODE**. Access the **DATA MODE** by pressing and holding the **MENU** or **MODE** key. Choose **AT&T** from the menu and select **CUSTOMER SERVICE**. Then select **AT&T POCKETCARE** and **REGISTER**. If you prefer to use Online Customer Service with your computer instead of your phone, go to [www.attwireless.com](http://www.attwireless.com) and select the Online Customer Service tab.

Note: Online Customer Service is not available to all customers. Some customer accounts do not have access to all functionality.

## **By phone at 611, a free call from your wireless phone, or 1 800 888-7600**

To review or manage your wireless account, call AT&T Wireless Customer Care (TTY users dial 1 866 4-AWS-TTY).

For your security and to ensure prompt assistance, you will be asked to enter your wireless number and to verify account information.

## Account Balance

Get your account balance, acquire a copy of your bill, or make a payment with a credit card.

## Features Information and Changes

Make changes to your wireless account by adding or deleting any of the following features: AT&T VoiceMail, Call Waiting, Call Forwarding, and AT&T Caller ID.

## Equipment Information

Get information on equipment, and even purchase new equipment and accessories right over the phone.

## Visit Our Wireless Experts

For face-to-face service, just visit your local AT&T Wireless Store. We've staffed more than 600 full-service AT&T Wireless Stores nationwide to assist you. Available convenient weekday and weekend hours, our staff is equipped to answer your questions and provide the information you need to make your wireless decisions. Or, to see our latest in equipment and service offerings, you may also visit any of our authorized dealer locations.

**With AT&T Wireless Customer Advantage<sup>SM</sup>, you have customer service options that fit your lifestyle.**



Your wireless phone gives you freedom and flexibility to stay in touch when you travel. However, its safe and responsible use depends entirely on you. Avoid accidents by not reaching for the phone or talking on the phone if that distracts you from driving safely. Your life and the lives of others are at stake. Arrive safely.

### **Ensure your safety and the safety of others:**

- Always buckle up.
- Keep your hands on the wheel and your eyes on the road.
- Don't let a phone call distract you from driving safely.

### **Carefully consider whether you should use your wireless phone while driving.**

Factors to consider include driving skill and experience, familiarity with the vehicle and area of travel, as well as traffic and weather conditions. Consider your alternatives:

- Allow voice mail to handle your calls and then return them at your convenience.
- Ask a passenger to place or answer the call.

### **If you do use your wireless phone while driving, use good judgment.**

- Tell the other party that you are driving and may have to suspend the conversation.
- Position your phone within easy reach.
- Use a hands-free device.
- Use memory dial and automatic redial features.

(Continued on next page)

- Memorize your keypad.
- Dial numbers while you are not moving.
- Do not engage in stressful or emotional conversations while driving.
- Never take notes or look up numbers while driving.
- Do not use data functions such as text messaging or Web browsing while driving.
- Respect all applicable laws concerning the use of wireless phones. Some states or municipalities may not allow the use of ear buds or headsets and some require hands-free use while driving.

**A message for parents: Review options for phone use with your new driver and establish guidelines for responsible use in the car.**



If an emergency occurs, dial 9 1 1. Where 911 is not available, you will need to identify the appropriate local emergency service number to call for assistance.

**Important:** If you are in an area where your phone is searching or scanning for a signal or there is no signal, it is highly probable that a call to 911 will not go through. If your wireless 911 call is not going through, locate the nearest landline phone and call for help. Also, TTYs (text telephone devices) are currently not compatible with digital wireless phones and should not be used for 911 calls.

Wireless 911 calls do not automatically provide emergency personnel with your name, phone number or location. Tell the dispatcher:

- Your name and 10-digit wireless phone number.
- The nature of the emergency.
- Whether police, fire or medical assistance is needed.
- The exact location of the emergency, including cross streets, mileposts or landmarks.

**Remember:** Lock your keypad to prevent unintended calls to 911.

### For more information visit:

[www.attwireless.com/general/our\\_company/education/educ\\_911.shtml](http://www.attwireless.com/general/our_company/education/educ_911.shtml)



When traveling outside your Home Calling Area, callers simply dial your local wireless number, and the call will be delivered wherever there is wireless coverage across most of North America.

In most areas you can place calls the same way you do in your home area. You will be responsible for any applicable roaming and long distance charges. See your Calling Plan brochure for details.

When traveling outside your Home Calling Area you will have access to your standard features. However, for access to your Digital PCS features you must be within an AT&T Digital PCS service area; please refer to your Calling Plan brochure for details.

## For Wireless Internet-Ready Phones

When traveling outside an AT&T Digital PocketNet® service area, you will not be able to access your wireless Internet-ready phone's **DATA MODE**. Data messages sent to your phone while outside an AT&T Digital PocketNet service area will remain in the mail Inbox on the network. You can still visit your AT&T Digital PocketNet Personal Web site for easy access to all of your e-mail accounts while you're away.

When you return to an AT&T Digital PocketNet service area and you access the **DATA MODE** on your phone, the phone will alert you of pending e-mail with a beeping alert. However, the maximum size for each individual e-mail message is limited to 2MB, with overall mailbox capacity limited to 50 e-mail messages. Once the 50 e-mail message capacity has been reached, even if e-mail messages have not been opened or read, additional incoming e-mail messages will cause old messages to be deleted to make room for the new messages. All e-mail messages in your Inbox, both read and unread, will be deleted after 90 days. Messages that you wish to save must be moved to your Saved folder.

AT&T Wireless is committed to making its services and products easier for everyone to use. Wireless phone manufacturers are also working to include access features in their phones, handsets, and accessories so that customers with disabilities can enjoy the benefits of wireless communications. Our sales associates and Customer Care representatives are trained and ready to help you explore some of the features, services, and accessories currently available, so you can select the products that will best meet your wireless communications needs. To learn more about the AT&T Wireless commitment to disabilities, visit our Web site at [www.attwireless.com](http://www.attwireless.com), select **Our Company**, and view the information under **Disability Access** at the right of your screen. Or you can pick up a copy of **For Our Customers with Disabilities** at any AT&T Wireless Store. Our AT&T Wireless Welcome Guide and Features Guide are available in alternate formats including Braille, large print, audio cassette, and diskette. In addition, we can provide your billing in Braille or large print upon request. Simply call Customer Care by dialing 611, a free call from your wireless phone, or 1 800 888-7600 (TTY users dial 1 866 4-AWS-TTY) to order the format you prefer.



Get the most out of your wireless service by knowing the parameters of your Agreement with us. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. They govern the relationship between you and AT&T Wireless and explain our respective legal rights concerning all aspects of our relationship, including:

- Billing and charges
- Starting and ending service
- Privacy and confidentiality
- Early termination fees
- Limitations of liability and warranty
- Changes to this Agreement
- Resolution of past or future disputes by arbitration instead of court trials and class actions.

IF YOU 1) USE THE SERVICE OR THE WIRELESS DEVICE, OR 2) IF YOU ACCEPT A BENEFIT IN EXCHANGE FOR COMMITTING TO NEW TERMS AND CONDITIONS, OR 3) IF YOU PAY US ANY AMOUNT FOR THE SERVICE, THESE TERMS AND CONDITIONS WILL GOVERN OUR RELATIONSHIP. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE OR DEVICE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE.

This is an agreement ("Agreement") for wireless radio telecommunications services and related services and/or features ("Service") between you and the entity licensed to provide Service in the area associated with your assigned telephone, data and/or messaging number(s) ("Number") that is doing business as AT&T Wireless and/or AT&T Wireless Services. The term "Device" means the wireless receiving and transmitting equipment that we have authorized to be programmed with the Number and any accessories.

## **I. SERVICE**

**a. Term; Early Cancellation Fee.** The term of this Agreement for each Number depends on the calling or data plan, feature or promotion you select and is described in a separate AT&T Wireless Calling Plan or Rate Plan ("Rate Plan"), in feature or promotional materials and/or an AT&T Wireless Welcome Guide (collectively, "Sales Information"), all of which are a part of this Agreement. The term of this Agreement for each Number begins on the date we activate Service for that Number or the date you accept a benefit that extends or renews the term. IF YOU SELECT A RATE PLAN, FEATURE OR PROMOTION WHICH REQUIRES A FIXED TERM OF MORE THAN ONE MONTH (SUCH AS A ONE-YEAR RATE PLAN), YOU AGREE TO PURCHASE SERVICE FOR THE FULL TERM. After the fixed term expires, or if you are not on a fixed term (such as a "monthly" Rate Plan), this Agreement will continue until terminated by either party with advance notice, if required in your Rate Plan. IF YOU SELECT A RATE PLAN, FEATURE OR PROMOTION WITH A FIXED TERM, YOU MAY TERMINATE THIS AGREEMENT WITH RESPECT TO ANY NUMBER WITHIN 30 DAYS AFTER YOUR ACTIVATION DATE OF THAT NUMBER. IF YOU TERMINATE SERVICE MORE THAN 30 DAYS AFTER YOUR ACTIVATION DATE, BUT BEFORE THE END OF YOUR FIXED TERM, OR WE TERMINATE FOLLOWING YOUR DEFAULT, YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT. YOU AGREE OUR DAMAGES WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND AGREE TO PAY US, AS A REASONABLE ESTIMATE OF OUR DAMAGES AND IN ADDITION TO ALL OTHER AMOUNTS OWING, A CANCELLATION FEE FOR EACH NUMBER (THE ACTUAL AMOUNT OF WHICH IS REFLECTED IN THE RATE PLAN OR FEATURE OR PROMOTIONAL MATERIALS), AND YOU MAY NOT BE ELIGIBLE FOR NEW CUSTOMER PROMOTIONS IN THE FUTURE.

**b. Rates.** Your Service rates and other charges and conditions for each Number or Device are described in your Sales Information. If you lose your eligibility for a particular Rate Plan, we may change your Rate Plan upon prior notice to you. If you misrepresent your eligibility for any Rate Plan, you agree to pay us the additional amount you would have been charged under the most favorable Rate Plan for which you are eligible. If you select a Rate Plan that includes a predetermined allotment of services (for example, a predetermined amount of airtime or text messages), unused allotment of services from one billing cycle will not carry over to any other billing cycle.

**c. Availability/Interruption.** Service is normally available to your Device when it is within the operating range of our system and may be available outside of that area in other participating carrier service areas. Service is subject to transmission limitation or interruption caused by weather, your equipment, terrain, obstructions

such as trees or buildings, and other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations and system repairs or modifications or to combat viruses or potential fraud. Interruption may also result from nonpayment of charges by you. We may choose to block calls to certain categories of numbers (e.g. 976, 900 and certain international destinations) or certain web sites if, in our sole discretion, we are experiencing excessive billing, collection or fraud problems with calls to those numbers.

**d. Use of Service/Device/Number.** You agree not to use the Device or Service for any unlawful or abusive purpose or in any way which damages our property or others' property, or interferes with or disrupts our system or other operators' systems or other users. You will comply with all laws while using the Service and you will not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive to the recipient. You are responsible for all content you transmit through your Device. Resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Device is compatible with our Service and meets federal standards. You are responsible for the purchase and maintenance of any additional hardware or software required to use the Service. You may not install any amplifiers, enhancers, repeaters or other devices which modify, disrupt or interfere in any way with the radio frequency licensed to us to provide Service. You have no ownership rights to the Number, any IP address or any e-mail address provisioned by us to be used with any wireless data service, and you agree we may change any such Number, IP address or e-mail address at any time with or without prior notice to you. Your Device may contain pre-installed software necessary to use Service, and the software will prevent the phone from being activated with any other carrier's service. By using Service, you agree to abide by the terms and conditions of any applicable software license. Each Service can only have a limited number of active promotions and features.

**e. Unauthorized Usage.** You may not engage in any activity that facilitates the unauthorized use of Service. If your Device, user name or password is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). Until you notify us, you will remain responsible for all charges. We have the right to interrupt or restrict Service, without notice to you, and you consent to our disclosure of information about you and the Service to law enforcement or other governmental entity, if we suspect fraudulent, illegal or abusive activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage.

## **2. CHARGES/PAYMENTS/DEFAULT**

**a. Generally.** You are responsible for paying all charges, including but not limited to: airtime, access, features, data usage, text messages, roaming, long distance, directory and operator assistance charges, the price of Devices and accessories, shipping/handling fees, and any taxes, surcharges, fees, assessments, or recoveries

reasonably determined by us to be imposed on you or us as a result of use of the Service or the purchase of goods. You will be billed at domestic airtime or roaming rates for 800, 866, 877, 888, and other "toll free" calls. If you activate Service on behalf of an entity but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as though you had activated Service on your own behalf. We reserve the right to deliver some or all of your long distance calls to a long distance provider of our choice. For all incoming and outgoing voice Service, the length of the call will be measured during the time that the call is connected to our system, which is approximately from the time you press "Send" or other key to initiate an outgoing call or approximately when the Device starts ringing for incoming calls until approximately the time you press "End," or other key to terminate the call. Airtime usage on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. If an incoming call has been forwarded to another phone number, you will be charged for the entire time that our switch handles the call. For calls made from or received in your local area you will not be charged for busy or unconnected calls if you press "End" or "No" within a reasonable time. You will be billed for all text messages sent from your Device.

**b. Billing and Payment.** We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice. A fee may be charged for additional copies of bills. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorations. Service may be billed in a subsequent month due to delayed reporting between carriers; this service will be charged as if used in the month billed. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card or account.

**c. Late Payments/Disputes.** Time is of the essence for payment. Therefore, you agree to pay us a late payment fee for amounts unpaid 20 days after the date of the invoice in the amount set forth in your Sales Information. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due under this Agreement. For any check or electronic payment returned for nonpayment, we will assess an additional fee in an amount set forth in your Sales Information and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, or stipulating any other conditional action, agreement or proposed resolution of any dispute must be (i) in writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to our address contained on the invoice, and (iv) received by us within 60 days after receipt of the invoice. If any of these requirements is not met, you will waive any objection.

**d. Default/Termination.** If you fail to pay any amount owed to us or an affiliate of ours within 20 days after the date of the invoice, or if you have amounts still owing to us or an affiliate of ours from a prior account, or if you breach any representation to us or fail to perform any of the promises you made in this

Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, without notice to you, withhold equipment refunds or suspend Service and/or terminate this Agreement, in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. Upon termination and/or porting the Number to another carrier, you are responsible for paying all amounts and charges owing under this Agreement, including any applicable cancellation fee. Third Party promotions and/or discounts may terminate upon termination of this Agreement. You agree to pay all costs including reasonable attorneys fees, collection fees, and court costs we incur in enforcing this Agreement through any appeal.

**e. Deposits / Service Limits / Credit Reports / Return of Balances.** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the following address: AT&T Wireless, Attn: Credit Investigation Team, P.O. Box 8758, Portland, OR 97207-8758. We may require a deposit or set a service limit to establish or maintain Service. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of charges due. After approximately 90 days following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known address. You agree any amounts under \$10 will be debited to cover the extra costs of closing your account.

**f. Account Information.** Any person able to provide your name, the last four digits of your social security number, and the Number is authorized by you to receive information about and make changes to your account, including adding new Service. If you are receiving Service on a business Rate Plan through your employer, you authorize us to share your account information with your employer. You consent to disclosure of any information about you or your Service to an emergency services provider if any device programmed with your Number calls an emergency service number such as 911.

**g. CPNI Consent.** Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about the amount, type and destination of your wireless service usage (CPNI). You consent to us sharing your CPNI with AT&T Corp., AT&T Wireless and their affiliates and contractors, to develop or bring to your attention any products and services. This consent survives the termination of your Service and is valid until you remove it. To remove this consent at any time, notify us in writing at AT&T Wireless, Attn: CPNI, P.O. Box 97061, Redmond, WA 98073-9761, providing your (1) name, (2) Service billing

address (3) Number including area code and (4) Service account number. Removing consent will not affect your current Service or the provisions of paragraph 2.f., above.

### **3. CHANGES TO THIS AGREEMENT**

We may amend the terms of this Agreement, including the Sales Information, upon advance notice. If you do not agree to the amendment, you may terminate the Agreement by giving us notice within 20 days of the date we notify you, and you will not be charged any early cancellation fee. If you use the Service more than 20 days after we notify you of a change, you agree to that change. You have the option to change your Service at any time by notifying us, and you may take advantage of those of our services for which you qualify, provided that you comply with any requirements of the service, including, where applicable, extending the term of this Agreement. Any change will take effect by your next billing cycle. If you transfer to a Rate Plan having a term that is shorter than your previous Rate Plan, you may remain obligated for the term of the previous Rate Plan. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension.

### **4. LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations contained in this section may not apply to you.

**a. Limitation of Liability.** WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER, FOR INFORMATION PROVIDED THROUGH YOUR DEVICE, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND OUR REASONABLE CONTROL. WE ARE NOT LIABLE FOR SERVICE OUTAGES OF 24 HOURS OR LESS NOR FOR SERVICE LIMITATIONS OR INTERRUPTIONS, AS DESCRIBED IN PARAGRAPH 1.C ABOVE. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR (i) ECONOMIC LOSS OR INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, THE DEVICE OR ANY EQUIPMENT USED IN CONNECTION WITH THE DEVICE UNLESS CAUSED BY OUR SOLE AND GROSS NEGLIGENCE, OR (ii) THE INSTALLATION OR REPAIR OF THE DEVICE BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. WE ARE NOT LIABLE FOR ANY ACT ASSOCIATED WITH THE EXERCISE OF RIGHTS UNDER THE PRIVACY AND/OR UNAUTHORIZED USAGE PROVISIONS OF THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**b. Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE DEVICE OR SERVICE UNLESS DUE TO OUR SOLE AND GROSS NEGLIGENCE. YOU

ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH APPEAL EXCEPT AS PROVIDED IN PARAGRAPH 5, BELOW. USE OF YOUR DEVICE WHILE OPERATING A MOTOR VEHICLE MAY BE PROHIBITED OR RESTRICTED BY LAW IN SOME AREAS. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL SUCH LAWS OR REGULATIONS AND YOU SHALL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH UNLAWFUL USE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**c. No Warranties.** WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE DEVICE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE DEVICE AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

## **5. RESOLUTION OF DISPUTES**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**a. Binding Arbitration.** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against any of our subsidiary, parent or affiliate companies) arising out of or relating to this Agreement or the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

**b. Arbitration Procedures.** You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute (see also paragraph 2.c above, regarding billing disputes). You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Wireless Industry Arbitration Rules ("WIA Rules"), as modified by this Agreement. The WIA Rules and information about arbitration and fees are available upon request from the AAA (call 1 800 778-7879) or online at [www.adr.org](http://www.adr.org). You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and

federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in the city where our mobile switching center for your Number is located or the largest city in the state where you reside, whichever is closer to your billing address. An arbitrator may not award relief in excess of or contrary to what this Agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying the WIA Rules applicable to large/complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the WIA Rules. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, than the remainder shall still be given full force and effect.

**c. Costs of Arbitration.** All administrative fees and expenses of an arbitration will be divided equally between you and us, except that for claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

**d. Waiver of Punitive Damage Claims and Class Actions.** By this agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

## **6. MISCELLANEOUS**

**a. Privacy.** In addition to the practices described in this Agreement, we encourage you to learn more about our general privacy practices by reading our Privacy Policy at [www.attwireless.com](http://www.attwireless.com). We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of our conversations concerning your account or the Service and consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property. You consent to governmental entities receiving information about and making changes to your Service, prior to our receiving legal process, in an emergency situation.

**b. Assignment.** We may assign all or part of this Agreement without such assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent.

**c. Notices.** We may send you notices by mail or electronic means, in our sole discretion. Notices to you shall be effective 1) 3 days following the date deposited

in the U.S. Mail to your address as kept in our files and to us immediately upon our transmission using an electronic means such as e-mail or text messaging service. You are responsible for notifying us of any changes in your mailing or e-mail address. Written notice to us shall be effective when directed to our Customer Care Department and received by us. Your notice must contain specific information adequate to identify you and your Service. Oral and electronic notices shall be deemed effective on the date reflected in our records.

**d. Entire Agreement.** These Terms and Conditions, together with any other documents directly or indirectly made a part of these Terms and Conditions, represent the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional promises made to you by any of our representatives, agents or dealers. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable. Copied, microfiched, scanned or other duplicate or electronic images of this Agreement are admissible for all purposes.

**e. Governing Laws.** This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the state associated with the Number. Where our Service terms and conditions are regulated by a state agency or the FCC, the regulations are available for your inspection; if there is any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

**f. Capacity.** You represent that you are legally competent to enter into this Agreement, that you are over 18 years old, a citizen or resident of the United States and that you are not aware of any disability that would prevent you from entering into this Agreement.

508-JSW

Document 5-3

Filed 01/22/2008



YOUR WORLD. CLOSE AT HAND.

AT&T Wireless  
1 800 IMAGINE®  
[www.attwireless.com](http://www.attwireless.com)  
[www.attwireless.com/pocketnet](http://www.attwireless.com/pocketnet)

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